

01- R-0077

A RESOLUTION BY

FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE RENEWAL AGREEMENT NO. 2 WITH MEKEREN TASSEW D/B/A JAKE'S DESSERT CAFE, FOR FC-6358-95, EMPLOYEE NEWSSTAND CONCESSION ON BEHALF OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES; ALL REVENUES GENERATED FROM SAID AGREEMENT SHALL BE DEPOSITED INTO FUND, ACCOUNT AND CENTER NUMBER: 1A01 462201 B00001.

WHEREAS, the City of Atlanta did enter into an Agreement with Mekerén Tassew d/b/a Jake's Dessert Cafe; and

WHEREAS, said contract contained two (2) consecutive one (1) year renewal options; and

WHEREAS, the Contractor has performed the contracted services satisfactorily; and

WHEREAS, the Director of the Bureau of Purchasing and Real Estate, and the Director of the Bureau of General Services have recommended that Renewal Agreement No. 2, for FC-6358-95, Newsstand Concession.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor be and is hereby authorized to enter into Renewal Agreement No. 2 with Mekerén Tassew d/b/a Jake's Dessert Cafe.

BE IT FURTHER RESOLVED, that the Director of the Bureau of Purchasing and Real Estate is hereby directed to prepare an appropriate Renewal Agreement No. 2 for execution by the Mayor, to be approved by the City Attorney as to form.

BE IT FURTHER RESOLVED, that this Renewal Agreement No. 2 shall not become binding on the City and the City shall incur no liability upon same until such agreement has been executed by the Mayor and delivered to contracting party.

BE IT FURTHER RESOLVED, that all revenues generated from said agreement shall be deposited into account, fund and center number: 1A01 462201 B00001.

(BPRE-RFM-12/11/00)



CITY OF ATLANTA

BILL CAMPBELL
MAYOR

68 MITCHELL STREET, S.W., SUITE 1225 TOWER BUILDING
ATLANTA, GEORGIA 30335-0304
(404) 330-6225

DEPARTMENT OF
ADMINISTRATIVE SERVICES
HERBERT L. MCCALL
Commissioner

7 December 2000

BUREAU OF GENERAL SERVICES

TO: Felecia Strong Whittaker, Director
Bureau of Purchasing & Real Estate

FROM: Deborah Scott Brooks, Director
Bureau of General Services

RE: Renewal Agreement for FC-6358-95, Employee Newsstand & Concession

Please accept this correspondence as the Bureau of General Services' recommendation and request to exercise the renewal option for FC-6358-95, Employee Newsstand & Concession (City Hall). All contract terms, conditions, stipulations and the amounts of the original contract shall remain the same.

Thank you for your assistance on this matter.

/dsb

c: Herbert L. McCall, Commissioner, Department of Administrative Services
Gwendolyn J. Carswell, Assistant Director, Bureau of General Services
Rholanda Malveaux, Contracting Officer, Bureau of Purchasing And Real Estate
Clarence K. Baynes, Jr., Contracts Administration Manager, Bureau of General Services

2000 DEC -8 PM 3:43
CITY OF ATLANTA
BUREAU OF PURCHASING
AND REAL ESTATE

FC-6358-95, EMPLOYEE NEWSSTAND CONCESSION

RENEWAL AGREEMENT NO. 1

CITY/CONTRACTOR AGREEMENT

**STATE OF GEORGIA
COUNTY OF FULTON**

THIS AGREEMENT made and entered into this the 9th day of December, 1999, between the City of Atlanta, (hereinafter "the City") and Jake's Dessert Café, ("Contractor").

WITNESSETH:

WHEREAS, the City did enter into an agreement with Jake's Dessert Cafe for FC-6358-95, Employee Newsstand Concession; and

WHEREAS, Contractor has performed satisfactorily over the previous term of the contract; and

WHEREAS, it is the desire of the City to exercise its first renewal option for one additional year for said services; and

WHEREAS, the Commissioner of the Department of Administrative Services has recommended this Renewal Agreement No. 1 (hereinafter referred to as this "Renewal Agreement No. 1") be executed with Contractor; and

WHEREAS, by resolution adopted by the City Council of the City of Atlanta on the 19th day of April, 1999 and approved by the Mayor on the 25th day of April, 1999, hereto marked Exhibit "A" and made a part hereof by reference, the Mayor was authorized to enter into an agreement with said Contractor for said work.

WHEREAS, the terms, conditions, clauses and stipulations of the Original Agreement shall remain unmodified, except as amended herein; and

WHEREAS, the City has determined that the Contractor agrees to pay the City Six hundred fifty dollars (\$650.00), *monthly rental fee* on the first day of the month, subject to a late payment fee of five percent (5%) when payment is received after the 10th day of any month.

WHEREAS, this Agreement is authorized pursuant to the City of Atlanta Procurement and Real Estate Code of Ordinances, Section 2-1205.

THEREFORE, in consideration of the mutual agreements between the parties hereinafter contained, and for other good and valuable consideration, the parties hereto do as agree as follows:

1.

The City and the Contractor shall be bound by and shall perform, all of the terms, conditions, clauses and stipulations set forth in the original Contract, except as amended, and which is incorporated herein by this reference and made a part of this **First Renewal Agreement** as though fully set forth herein. Further, Contractor's required Insurance Certificate(s) are attached to this Agreement as Exhibit "C" and the Project Description and of the renewal year are attached to this agreement as Exhibit "B".

2.

The parties agree that this **First Renewal Agreement** shall not become binding on the City, and the City shall incur no liability upon the same, until this Agreement has been executed by the Purchasing Director approved by the City Attorney as to form, sealed by the Municipal Clerk and delivered to the Contractor.

3.

This Agreement shall not be deemed to create a debt of the City or a pledge of full faith and credit of the City of the payment of any sum beyond the calendar year of execution except as renewed or in the event of a succeeding renewal, beyond the calendar year of each such renewal.

SUMMARY CHART OF THE WEEKLY STAFFING SCHEDULE

POSITION CLASSIFICATION	FULL TIME EMPLOYEES # <u>80</u> HRS.	PART TIME EMPLOYEES # <u>32</u> HRS.	TOTAL EMPLOYEES # <u>112</u> HRS.
Manager/Supervision	40 HRS	.	40 HRS
Cashier	40 HRS		40 HRS
Other		32 HRS	32 HRS

Supplement the Summary Chart by attachments:

1. Listing the individual positions under each position classification, showing daily and weekly working hours, hourly wages, weekly payroll, annual cost.
2. Listing any proposed subcontractural services, such as cleaning, maintenance, etc.
3. Listing any other factors that may affect the staffing schedule.

FEE OR COMPENSATION

- *** ANNUAL LEASE RATE
Proponent will pay the City \$650.[~] monthly rent for the newsstand premises. Payments will be due by the tenth (10th) of each month or as negotiated prior to contract signing.

STAFFING COST

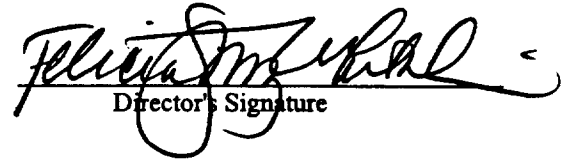
MANAGER: Salaries Full Time \$18,000.[~]
 40 HRS x \$5.[~] x 52 weeks - \$10,400.[~]
 CASHIER
 PART TIME CASHIER 32 HRS x \$5.[~] x 52 weeks - \$8,320.[~]
TOTAL ANNUAL COST \$36,720.[~]

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON


Commissioner's Signature


Director's Signature

Originating Department -Administrative Services

Contact Person: Rholanda Malveaux
Ext. 6938

Committee(s) of Purview: Finance/Executive Committee

Council Deadline: December 15, 2000

Committee Meeting Date(s): January 9 & 10, 2001

Full Council Date: January 16, 2001

CAPTION

A RESOLUTION BY

FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE RENEWAL AGREEMENT NO. 2 WITH JAKE'S DESSERT CAFÉ FROM FC-6358-95, EMPLOYEE NEWSSTAND CONCESSION ON BEHALF OF THE BUREAU OF GENERAL SERVICES; ALL REVENUES GENERATED FROM SAID AGREEMENT SHALL BE DEPOSITED INTO FUND, ACCOUNT AND CENTER NUMBER: 1A01 462201 B00001.

BACKGROUND

To provide newsstand concession services.

FINANCIAL IMPACT (if any)

Mayor's Staff Only

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Received by Mayor's Office: 1-08-01
(date)

Reviewed by: HRS 1/8
(initials) (date)

Submitted to Council: _____
(date)

Action by Committee: ☐ Approved ☐ Adversed ☐ Held ☐ Amended
☐ Substitute ☐ Referred ☐ Other